EXHIBIT 7

MULTI USER LICENSE AGREEMENT

This Agreement is between	, (hereafter referred to as	Client), and Quiet Planet	LLC (hereafter referred
to as Licensor), for the purposes of m	naking Licensor's products avail-	able for limited use by Eli	iaible Users in Client's
products from the defined Site located	d at		grand dedict in one in o

Client is acquiring a limited Site license to use copyrighted audio files from Licensor and to make these files available to Eligible Users under the terms of this agreement. The rights associated with this license are available only to Client and its Eligible Users. These rights are not transferable or assignable without the express written agreement of the Licensor except as described below.

Eligible Users

Eligible Users are employees of the Client and sound designers working under written contract with Client accessing Licensor's products from the defined Site. In the event that an Eligible User is no longer employed by Client or under written contract by Client, all Licensed Products obtained under this agreement, including any incomplete product which in any way uses a Licensed Product, must be deleted from the formerly Eligible User's hard drives and any other storage media, physical or otherwise or any other copies no matter how stored. Copies, in whole or in part, may not be retained by persons who no longer qualify as Eligible Users under this license. For the sake of clarity: The Client may add Eligible Users during the Term of this agreement without increase in Fee so long as all Eligible Users access Licensors Content from the defined Site licensed by this agreement.

Limited Use

Licensor is granting a worldwide right and license to Client and its Eligible Users to use, reproduce, broadcast, transmit, and distribute all or a portion of the Licensed Products without further payment (royalty free) in Client's products for the term of this agreement. The Licensed Products may be reproduced by Client and its Eligible Users provided that product contains an additional element: i.e. voice, music, image, etc. Examples of allowed uses are inclusion in radio programs, podcasts, mobile apps, television broadcasts, film soundtrack, music albums, PowerPoint presentations, websites, advertising, multi-media presentations, video games and other similar products.

Sustained Use

All Client products that are completed during the term of this agreement which use Licensed Products may continue to use, reproduce, broadcast, transmit, and distribute files derived from Licensed Products without further payment (royalty free) after the term of this agreement. For avoidance of doubt, Client products includes but is not limited to Client's sound library which contains modified versions (i.e. versions that contain an additional element as specified above) of the Licensed Products which are incorporated within Client produced games and other similar products.

Prohibited Uses

The individual audio files contained in *Licensed Products* and licensed under this agreement, may not be used in products that are not produced by *Client*. The Client is also prohibited from using *Licensed Products* in any product that is *substantially* nature audio and therefore would compete with other present and future Quiet Planet LLC products. *Substantially*, for the purposes of this agreement, is defined as containing pure nature sounds (without voice, music, human or machine sounds or other non-natural sounds) for 50% or greater of the total elapsed time of the *Client*'s product. Examples of prohibited products would be environmental soundscape albums, internet radio programming consisting substantially of nature sounds, nature videos without narration, some mobile applications, and ringtones. Upon written request that details a potential use by *Client*, *Licensor* will furnish a safe-harbor letter within 30 days allowing or disallowing use for the described product.

Transferability

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